

STATE OF NEW HAMPSHIRE
Department of State
Statewide Voter Registration System
SOS RFP 2005-001

Responses to Vendor Questions – 05/18/2004

Number	Vendor Questions and State Responses
Question 1	C2 Certification. Could you please provide clarification on the scope of activities associated with the definition of secure? Our understanding is that the TCSEC program has been discontinued and replaced by the Common Criteria (CC) rating approach. The C2 rating under TCSEC would be the equivalent of EAL 2 under CC. This type of certification is a fairly extended process and many products, such as Windows NT 4.0, Win2003, etc., do not carry these certifications. Is the intent to certify all components of the solution under CC?
Answer 1	Refer to Section 3.2 entitled "Definition of Terms" for term "Secure" as amended by Addendum # 3, I. The State intends to acquire software that has adequate security measures similar to those incorporated in the C2 - certified Oracle and Microsoft SQL Server databases.
Question 2	The RFP provides that the proposal is valid until the later of 180 days or the effective date of the resulting contract. This could result in a proposal being valid for much longer than 180 days, if the contract is not awarded in that time frame. Did the State intend this provision to be the "earlier" of 180 days or contract execution?
Answer 2	Refer to Section 4.8 entitled "Validity of Proposal." It is our intention that it be valid for no less than 180 days. After that date, provided the State and the successful Vendor mutually agreed to enter into a contract, the passage of 180 days would not invalidate the proposal. The objective is to ensure that if, after 180 days, the State and the Vendor both agree to enter into a contract based on the proposal, they may do so without a new RFP/Proposal process. Given our time schedule we can not foresee any circumstance under which it will take more than 180 days to enter into a contract with the successful Vendor.
Question 3	Will the State agree that circumstances beyond Vendor's reasonable control, including force majeure events and the failure of the State to perform any interdependent acts, will result in an automatic adjustment to the Project Timeframes?
Answer 3	Refer to Section 6.2 entitled "Contract Term Dates." Pursuant to Appendix G 4.0, Section 9 entitled "Force Majeure," the timeline may be adjusted. It is unclear what "circumstances beyond Vendor's reasonable control" would not be a force majeure event.
Question 4	Can the State confirm that the Vendor may subcontract services subject to those sections of the RFP, General Terms and Conditions and State of NH Terms and Conditions that are applicable to each subcontractor's services? For example, if a subcontractor is responsible for conversion or integration services (to DMV etc.), can the subcontractor liability be limited to only the scope of their effort and not the entire contract?

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Answer 4	Refer to Appendix G, Section 14 entitled “Indemnification;” the Vendor shall require any subcontractor to agree in writing to defend, indemnify and hold harmless the State for; “... the acts or omissions of the subcontractor ...” Refer to Section 6.3 entitled “Vendor Responsibility”; “The Vendor shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it uses any subcontractor.” Subcontractors of the Vendor are directly accountable to the Vendor and are not required to sign a contract with the State.
Question 5	Would the State accept deletion of the third sentence of section 6.9? Upon acceptance of a Deliverable the warranty remedy should be available for the State, rather than revoking an acceptance.
Answer 5	Refer to Section 6.9 entitled “Deliverable.” The State declines to delete the third sentence of Section 6.9. The State intends to retain the right to reject deliverables that do not satisfy the contract. The State views this as an appropriate and a different remedy than that available through the warranty. Section 6.9 addresses what will occur if the Vender delivers something that does not work. The warranty is to ensure the SVRS works as intended after implementation.
Question 6	Will the vendor create all user acceptance test cases for the State? Will the State be writing test cases to test their modified business processes in conjunction with the new system or shall the vendor include these in the user acceptance test cases?
Answer 6	Refer to Section 6.10 entitled “Testing and Acceptance.” “The State requires the Vendor to bear all responsibilities for the full suite of testing, except for user acceptance testing as described herein, subject to State guidance and approval.”
Question 7	Would the State accept a shorter warranty time frame that is more in line with industry-standards, such as a six month period? The longer time frame will add to the State’s costs.
Answer 7	Refer to Section 6.11.3 entitled “Warranty Period” as amended by Addendum # 3, II.
Question 8	Please confirm that the State will provide workstations for the onsite vendor staff. Would the State also provide development and staging server(s) hardware and any software licenses required for development?

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Answer 8	Refer to Section 6.13.3 entitled “Project Workspace and Office Equipment.” The State will provide workstations for Vendor staff assigned to the project, for use only when they are working on the SVRS in New Hampshire. The State will provide servers and associated software licenses required for implementation of the SVRS. The Vendor’s proposal should include how many workstations and licensed software would be required for Vendor staff on-site in New Hampshire.
Question 9	If the Vendor agrees that the State absolutely needs, and is entitled to, unrestricted, royalty-free license and usage rights in the Deliverables, including all Software products and modifications, would the State also agree that the Vendor needs ownership of its innovations so it can take those innovations to other customers – in the same way that the State hopes to benefit from innovations, experience and intellectual capital from the Vendor’s previous engagements? Would the State agree that the Vendor also retains its ownership rights in pre-existing materials? Would the State then agree to modify provisions so that the State receives a perpetual, royalty-free, non-exclusive license to use all Deliverables, and the Vendor retains the right to use non-confidential Deliverables in other engagements as follows?
Answer 9	Refer to Section 6.13.6 entitled “Intellectual Property.” The State is willing to consider dual ownership and licensing of SVRS. The successful Vendor may address this issue during contract negotiations.
Question 10	We understand that the State must have contractual provisions to protect its interests, including retaining some portion of the fee in order to secure delivery. However, given other protections already established in the contract, and due to the cost of capital, would the State agree to a plan where the holdback is released in part upon phase acceptance, and the remainder upon use in production?
Answer 10	Refer to Section 6.17 entitled “Project Holdback.” The State declines to modify Section 6.17 given the one-year implementation schedule and the expectation that the successful Vendor will be selling the State a product that meets at least 70% of Appendix C requirements.
Question 11	Would the State accept deletion of section 6.19? Section 6.19 appears to be unnecessary as looks like it is addressed in section 6.11.
Answer 11	Refer to Section 6.19 entitled “Termination.” The State declines to delete Section 6.19.
Question 12	Will the State agree to the inclusion of objective acceptance criteria based on material conformance with agreed specifications and a timeframe for deemed acceptance if the State does not provide notice of any deficiencies?

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Answer 12	Refer to Section 6.9 entitled “Deliverables” and Section 6.10 entitled “Testing and Acceptance.” The State believes this RFP sets forth objective acceptance criteria. It is expected that the State and Vendor will discuss and agree to the specific objective acceptance criteria prior to final delivery and commencement of the warranty period.
Question 13	Approximately how many users will be accessing the system? (Current and Future)
Answer 13	Refer to Appendix C, Section X entitled “System Requirements, System Sizing.” At inception, the State has estimated that there may be at least eight hundred (800) concurrent logins with six hundred (600) users simultaneously accessing SVRS. In the future, user capacity is estimated to increase by 50% and 100%.
Question 14	Since the State will provide hardware, what is the speed of transmission and how many simultaneous transactions will be evaluated? Furthermore, how would we demonstrate this to the State?
Answer 14	Refer to Appendix C, Section VIII, Item 6. Response times will be based on connection speeds of the current capabilities of the State’s redundant fractional T3 connection to the Internet. Refer to Appendix C, Section X entitled “System Requirements, System Sizing.” At inception: at least eight hundred (800) concurrent logins with six hundred (600) users simultaneously accessing SVRS. It is anticipated that at least fifty (50) to one hundred (100) or more users may be accessing the Vendor’s software during evaluation testing prior to contract award. It is expected that the Vendor will have sufficient demonstration hardware, software and data that will provide for the response times indicated.
Question 15	Would the State also provide a barcode reader to each of the cities and towns?
Answer 15	Refer to Appendix A Section 7.2 entitled “Town/City Technology” 2 nd paragraph; “By June 2005, the NH Division of Vital Records will distribute one (1) new PC to each of the cities and towns for access to the SVRS using a browser.” Refer to Appendix C, Section XV entitled “System Requirements - Bar Code.” The State may purchase and distribute bar code readers during the SVRS implementation. Even if the State does not distribute bar code readers, it is expected that local jurisdictions will purchase this equipment for use with SVRS.
Question 16	Who has the ability to perform the ‘Date of record purge approval?

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Answer 16	Refer to Appendix C, Section I,A,5; “Ability to enter, store, process and display the following dates:” It is anticipated that the security function of SVRS will allow the State to designate if the authenticated user has this ability.
Question 17	What is meant by un-merge?
Answer 17	Refer to Appendix C, Section I,A,21; “Ability to merge registered voter records with ability to un-merge the newly combined data.” An un-merge may occur when two identically or similarly named voter records are merged by a local official who believes they are the same person but it is subsequently determined they are different individuals. It is anticipated that the audit trail within SVRS will allow backward processing of data and thus have the ability to “undo” a merge.
Question 18	Does this mean a person can register before they turn 18 years of age? If so, how long before they turn 18?
Answer 18	Refer to Appendix C, Section I,A,29; “Ability for registration and ballot management for voters who will be 18 on the day of the next election.” Yes, NH law allows for an individual who will turn 18 prior to the next election to register to vote in that election.
Question 19	What is the method in which we will be gaining access to these two system’s (DMV & DOC)? How would we be able to demonstrate this to the State, without access?
Answer 19	Refer to Appendix C, Section I,A,44 & 45; “Ability to compare in real time, new or updated voter registration data with DMV information which shall include the following possible information:” and “Ability to store, process, and display incarcerated felon individual information received from the Department of Corrections Offender Management System using the following parsed fields:.” It is anticipated that the SVRS will have the capability to compare data either from a batch mode downloaded file or in real time. It is anticipated that Vendors asked to demonstrate their current products may have a similar type of application and methodology already deployed. Such vendors should have sample data available that can demonstrate the capabilities requested.
Question 20	Does the State plan to generate ballots from the registration system? If yes, does the State intend on making one ballot style for each precinct that includes all elections? i.e. national, State and local elections on one ballot?

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Answer 20	Refer to Appendix C, Section IV,F,1; “Ability to generate ballot styles based on residential address and election districts and record the assigned style on the individual voter record.” Ballot generation is an optional requested feature of SVRS. The State is considering several approaches to ballot generation, one of which is having the SVRS serve this purpose. If available, it is anticipated that the SVRS will be able to generate absentee ballots and indicate which record types of ballots were issued to an absentee voter. A separate ballot will be printed for national, state, and local elections with the possibility that local elections may have more than one ballot.
Question 21	How does the State intend to store 5 million voter registration images @ 300dpi (minimum) at approximately 1 megabyte per voter? How are we to demonstrate this to the state?
Answer 21	Refer to Appendix C, Section XIX,A “Imaging General” Items 6,9,&10; “Ability to store imaged documents at a minimum of 300 dpi.” “System supports local desktop scanning of documents.” “Capacity to store and manage at least 5 million voter registration images.” It is anticipated that SVRS will be scalable and when needed the State will provide the necessary hardware storage to accommodate a maximum 5 million imaged documents. The Vendor is not expected to have 5 million imaged documents to demonstrate to the State but must confirm that the proposed SVRS can handle storing and managing 5 million imaged documents. The State also expects the Vendor to advise what hardware its proposed SVRS would require to store this volume of data.
Question 22	What information is to be included in the bar code?
Answer 22	Refer to Appendix C, Section XV; “Bar Code”. The State is open to Vendor’s proposal on ‘best practices’ for using bar codes but would expect that at least the voter’s unique identifier would be included.
Question 23	Please clarify the intended difference between bullet 3 (support to prepare State for conduct of acceptance tests) and bullet 4 (preparation of the testing team to test the configured SVRS software)?
Answer 23	Refer to Appendix D 3.0, Topic 15 entitled “Testing.” Bullet 3 asks the Vendor to describe the staff and resources a vendor will use to provide the services called for by Bullet 4. Bullet 4 asks how the Vendor will ‘train’ the State’s testers on the proper conduct of acceptance testing.
Question 24	If the Preliminary Work Plan is created in MS Project, can a separate MS Word document be created to depict the proposed payment schedule?

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Answer 24	Refer to Section 6.8 entitled “Work Plan.” Refer to Appendix D 4.0, Topic 25 entitled “Work Plan” 2 nd paragraph; “Provide a preliminary Work Plan depicting tasks, tasks dependencies, schedule, milestones, Deliverables, and payment schedule.” The State prefers to review the work plan items described above in a single readable document.
Question 25	How would the state prefer the data conversion option be priced? Would the state consider a staged data conversion plan and T&M (Time and Materials) rates acceptable for this option? (We recognize that the data conversion effort is underway at this time, but realize that the status of the data conversion effort as of October 1 cannot be determined at this time.)
Answer 25	Refer to Appendix D-5.0, Topic 30 entitled “Data Conversion Assistance.” The State has no preference in the methodology the Vendor uses in its pricing proposal as long as the Vendor indicates how the proposed price was arrived at.
Question 26	I. We are a privately held company and do not usually share financial information. Would a Dunn & Bradstreet report, bank references, and certificate of insurance be sufficient to demonstrate financial capability? II. What types of financials are acceptable for a nonpublic LLC company? Specifically, can the audited financial statements be submitted on an income tax or cash basis rather than the GAAP basis? Also, is there a minimum equity or tangible net worth requirement for submission?
Answer 26	Refer to Appendix E-1.1.2 entitled “Financial Strength” and SOS RFP 2005-001 Vendor Questions and Answers 2004-05-11 answer 57. The State is interested in reviewing all requested information including an opinion from a CPA of the firm’s financials within the audited financial statements package. The State will review all submitted audited financial statements and opinions that were certified by a CPA. The State has not set any minimum equity or tangible net worth requirement.
Question 27	Will the State consider mutually applicable, industry-standard exceptions to the confidentiality provisions (for example, where disclosure is required by law)?
Answer 27	Refer to Appendix G 4.0, Section 10 entitled “Information.” A contract not to make a disclosure required by law would likely be found unenforceable. Otherwise, the question is unclear as to why modifications to this section are needed. The State is unaware of any “industry standard exceptions.”

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Question 28	Would the State agree that the indemnity provision in the sample contract applies only to third-party claims? Further, would the State accept the proposed industry-standard indemnification that is limited to actions for personal injury or damage to real or tangible personal property caused by the Vendor's negligence or willful misconduct as a clarified indemnity provision that would decrease risk to the vendor and cost to the State?
Answer 28	Refer to Appendix G 4.0, Section 14 entitled "Indemnification." The State is currently not interested in modifying the indemnification language. New Hampshire is one of five states with election day registration. If, because of a system error, the SVRS indicated a registered voter was not registered, the individual could nonetheless vote on election day by filling out a voter registration form.
Question 29	The coverage amounts are acceptable; however, we have standard arrangements with our insurers to provide these services. Would the State agree that the Vendor will maintain the agreed coverage levels for the terms of the Contract and provide the State with a certificate of insurance that indicates the State as an additional insured?
Answer 29	Refer to Appendix G 4.0, Section 15 entitled "Insurance and Bond." The question is unclear. The usual manner through which a Vendor complies with the insurance and bond requirement is by providing the State with a certificate of insurance listing the State. A Vendor satisfies the terms of this requirement by having and maintaining the required coverage and providing to the State and maintaining on file with the State a valid certificate of insurance.